

1 WILLIAM H. SHIBLEY
2 California State Bar No. 56093
3 **LLOYD & MOUSILLI, PLLC**
4 11807 Westheimer Road
5 Suite 550 PMB 944
6 Houston, TX 77077
7 Tel: (512) 609-0059
8 Fax: (281) 783-8565
9 *litigation@lloydmousilli.com*

10 **ATTORNEYS FOR DEFENDANTS**

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **WESTERN DISTRICT**

14 **DAVID HOUGH, et al.**

15 *Plaintiffs,*

16 **v.**

17 **RYAN CARROLL, et al.**

18 *Defendants.*

Case No.: 2:24-cv-02886

Assigned for all purposes to:
JUDGE WESLEY L. HSU

**DECLARATION OF ALLAUNA
GLUSKI IN SUPPORT OF
JURISDICTIONAL DEFENDANTS'
REPLY IN SUPPORT OF MOTION
TO COMPEL ARBITRATION AND
STAY**

Hearing: 8/23/24, 1:30 p.m. PT

Action Filed: April 9, 2024
Trial Date: N/A

23
24
25 BEFORE ME, the undersigned authority, on this day personally appeared
26 **Allauna Gluski**, and being duly sworn upon his oath by me, deposed and stated as
27 follows:
28

1 1. “My name is **Allauna Gluski**. I am over eighteen (18) years of age, and I
2 have never been convicted of a crime. I am of sound mind and capable of making
3 this Declaration. The facts set forth herein are based on my personal knowledge and
are true and correct. I am competent to testify to the facts herein.

4 2. I submit this declaration in connection with and in support of Jurisdictional
5 Defendants’ Reply in Support of the Motion to Compel Arbitration and Stay.

6 3. In regard to *Individual Claimants v. Yax Ecommerce LLC d/b/a Wealth*
7 *Assistants LLC*; American Arbitration Association (“AAA”) Case No. 1-24-0003-
8 2735 (“**Mass Arbitration**”), Jurisdictional Defendant’s Counsel initiated the
9 payment of the arbitration fees as required under the agreement on May 10, 2024 at
10 6:58 a.m. PT. **See Exhibit A Mass Arbitration Payment Receipt dated May 10,**
11 **2024.**

12 4. After payment was initiated, the bank stopped the transaction due to questions
13 regarding the signing authority of the individual(s) responsible for authorizing the
14 payment.

15 5. Upon learning of the issue, Defense Counsel immediately took steps to
16 resolve the matter and correct the signing authority issue.

17 6. Before the corrections could be fully implemented, Plaintiffs chose to dismiss
18 their arbitration claims. **See Exhibit B Correspondence between Nico Banks and**
19 **American Arbitration Association (“AAA”).** Despite Jurisdictional Defendants’
20 good-faith efforts, the payment was not processed before this dismissal.

21 7. In regard to *Benjamin David v. Yax Ecommerce LLC d/b/a Wealth Assistants*
22 *LLC*; AAA Case No. 01-23-0004-9691 (the “**David case**”), Nico Banks accused
23 Yax Ecommerce LLC d/b/a Wealth Assistants LLC (“**Wealth Assistants**”) of
24 failing to pay for the arbitration. However, Wealth Assistants made payment on
25 February 6, 2024. **See Exhibit C David Case Arbitration Receipt dated**
26 **February 6, 2024.**

27 8. The Jurisdictional Defendants made every reasonable, timely, and good-faith
28 effort to pay the arbitration fees as required. The delay in payment was due to
unforeseen issues beyond their control, which they acted promptly to address.

I declare under the laws of the State of Texas that the foregoing is true and
correct.

1 FURTHER AFFIANT SAYETH NOT.

2 

3
4 **ALLAUNA GLUSKI**

5
6 **CERTIFICATE OF SERVICE**

7 I hereby certify that a true and correct copy of the foregoing document, and
8 any attachments, will be served to counsel of record, in accordance with the
9 governing rules of procedure regarding service in this court on this ***August 10,***
2024, via email as follows:

10
11 /s/ William Shibley
12 William Shibley
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28